
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

79-M-APHIS-00

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

6. REQUISITION/PURCHASE NO.

APWSWRNM-0052-0

7. ISSUED BY CODE: 6395

8. ADDRESS OFFER TO
(If other than Item 7)

USDA, MRP-BS Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Mpls., MN 55403

NOTE : In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located at the front desk of the address in Item 7, until 2:30pm local time local time on 11/22/00.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:
Jose-Luis Gallagher

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
(612)370-2226

C. E-MAIL ADDRESS
jose.l.gallagher@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
	Duns #: _____ TIN #: _____		
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (2 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY CODE _____ (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE _____ USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Background

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), intends to contract for the rental of one Hiller 12 E Helicopter only, or one Hiller 12 E and one Hughes 300 helicopter, or equivalent.

B.2 Schedule of Items

Base Year: Date of award through September 30, 2001.

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
----	-----	----	-----	-----	-----
1a.	1 Hiller 12 E helicopter	200	HR	\$_____	\$_____

ALTERNATE PROPOSAL

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
----	-----	----	-----	-----	-----
1b.	1 Hiller 12 E helicopter	150	HR	\$_____	\$_____
2b.	1 Hughes 300 helicopter or equal.	50	HR	\$_____	\$_____

note: Contractor also has the option to bid incrementally based on the estimated number of hours each plane may be used.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work

The Contractor shall furnish, operate and maintain either one or two helicopters and one pilot in accordance with the specifications herein for use by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS). WS intends to contract for support of predator control activities within the State of New Mexico. Flights will be required as coyote predation occurs on livestock. Flights may not be required during periods of lack of predation or during inclement weather conditions, however, the helicopter/s must be available to provide services when needed upon 12 hours notice after snowstorms and upon 24 hour notice at other times. The pilot must establish radio contact on an hourly basis with the Contractor's fuel service truck operator. The WS has interagency and cooperative agreements with state agencies and private landowners, and may dispatch aircraft under this contract for such cooperative use.

C.2 Helicopter Specifications

The helicopter shall meet the following minimum requirements: Cruising airspeed of 76 statute miles per hour at sea level density altitude. - Useful load (HIGE): 860 pounds at 100 degree Fahrenheit at 8,000 feet altitude. - Range 240 statute miles at sea level. -Type Engine: Reciprocating type engine rated at 305 horsepower without supercharger or reciprocating type engine installation limitations. The following type of helicopters would normally meet the requirements of this item when equipped in accordance with specifications of this contract: Hiller 12 E and the Hughes 300 or equal. The helicopter and all accessories shall be in operable condition and present a neat and clean appearance. Upholstery, paint and Plexiglass shall be in good condition.

*Note: The Government generally requires the Hiller 12 E, but there are times when the Hughes 300 will do the job. Therefore, the submitted proposal shall be either for the use of the Hiller 12 E only, or for use of the smaller Hughes 300 as an alternative when it will meet the needs of the Government.

C.3 CUSTODY AND CONTROL

If the Vendor furnishes a pilot the Vendor will retain custody and assume full responsibility for the operation and well being of the aircraft during the use period. When the Government furnishes the pilot the Government will assume custody and control and will exercise customary care and prudence in the operation and well being of the aircraft.

C.4 PERSONAL, PROTECTIVE EQUIPMENT (PPE)

Unless otherwise stated in this agreement, the Vendor will, at his expense, supply the following personal protective equipment for the air crew members furnished by the Vendor: a. The pilot shall wear an aviator's protective helmet equipped with boom-microphone and headset compatible with the radio specifications of this contract during all flights. The helmet shall be equipped with a chin strap and shall be individually fitted to cover the head, back of the neck and ears. b. Pilots shall wear long-sleeved shirt and trousers (or long sleeved flight suit) made of fire resistant polyamide or aramid material or equal. Pilots shall wear leather and leather or polyamide or aramid gloves. The shirt, trousers, boots and gloves shall overlap to prevent exposure to flash burns. c. Pilots shall have available personal protective clothing and equipment for personal use such as snow shoes, parka or heavy jacket, mitts and sunglasses.

C.5 PILOT REQUIREMENTS

- a. Commercial pilot certificate with helicopter rating and a current class II medical.
- b. 1,500 hours in helicopters as pilot in command, 100 hours in class
- c. 100 hours in class size (light, medium, heavy, as applicable)
- d. 200 hours in helicopter with reciprocating engine, as applicable
- e. 100 hours in helicopter with turbine engine as applicable.
- f. 50 hours in helicopters in the preceding 12 months
- g. 50 hours as Pilot in command in the make and model or subsequent series of helicopter to be used on the operation
- h. 200 hours of low-level operation over typical terrain found in the area of operations, including 50 hours in the preceding 6 months.
- i. 25 hours experience as pilot in command for predator control operations or 100 hours experience as pilot in Command on agriculture application type operations.

NOTE: Depending on the total experience level of the pilot, pilots that do not meet the recent short-term flying time requirements, but meet all other requirements, may be granted a waiver by the Regional Aviation Manager waiving certain short term requirements.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 PRE-USE INSPECTION OF EQUIPMENT

The Contractor shall make his equipment available for inspection at the designated base of operations or other location acceptable to the Government at a mutually agreed upon time not later than 24 hours prior to the established reporting date. At the time of inspection the aircraft shall (1) be properly certified and registered by the FAA, and (2) comply with all specifications set forth herein.

If the aircraft meets all requirements of the contract, an Aircraft Data Card APHIS Form 150 authorizing use of the equipment will be issued by the Regional Aviation Manager. The Aircraft Data Card APHIS Form 150 shall be with the aircraft during the contract period.

E.2 INSPECTION/REINSPECTION EXPENSES

The Contractor will not be charged for the pre-use inspection nor one reinspection after each 90 calendar days of exclusive use within the contract period. The expense of any other reinspection required due to either the Contractor's failure to provide equipment or personnel meeting contract requirements or from substitution of personnel or equipment will be charged to the Contractor.

E.3 INSPECTION OF PERSONNEL

A. Upon request, the Contractor shall promptly submit completed pilot (and mechanic, if applicable) information forms for all personnel that may be utilized under the contract. Information from these forms will be used in evaluating the pilot's and mechanic's qualifications. Only those individuals whose past experience can be verified will be considered for use on this contract.

B. Pilot performance evaluation will be conducted when determined necessary by the Contracting Officer to further verify the pilot's ability to perform on this contract. The aircraft used for this evaluation shall be the same type and model as offered for this contract and will be provided by the contractor for the evaluation flights at the Contractor's expense. Location of the evaluation flights should include access to terrain similar to that to be flown during the contract period when possible.

C. Location and time of evaluation flights shall be the same time as established for aircraft inspection. The determination as to the ability of the pilot, through an evaluation flight, to successfully meet the requirements of this contract will rest with Government.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from date of award through September 30, 2001.

F.2 NOTICE OF PERFORMANCE

The successful bidder will receive notice of award at least 10 days in advance of the indicated start date. If 10 days notice is not provided, the contract period will begin on the date the Contractor is ready to begin service or 10 days after receipt of notice of award, whichever is sooner. Following the 10 day advance notice period or during any subsequent renewal periods, the Government reserves the right to vary the established start date by up to plus or minus 7 days, upon 3 days advance notice.

F.3 EXCLUSIVE USE

Exclusive use shall commence at 8:00 a.m., local time at the designated base or at such time and location stipulated by the Government on the first day of the contract period. The aircraft and all required support equipment shall be made available exclusively for the use of the Government 24 hours per day, 7 days per week.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate the individuals(s) as the Contracting Officer's Representative (COR) and or the Contracting Officer's Technical Representative (COTR).

The COR is responsible for administering the performance of work under this contract. In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective binding upon the Government unless a written modifications is executed by the Contracting Officer.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract. On all matters that pertain to contract terms and conditions, the Contractor shall communicate with the Contracting Officer.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.2 CONTRACT ADMINISTRATOR

The Contract Administrator (CA) shall represent the Contracting Officer (CO) on administrative matters.

The CA is responsible for administering the performance of work under this contract and shall be the first contact on matters pertaining to contract terms and conditions, changes, modifications, or other matters that may occur during the life of the contract. The CA shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless a written modification is executed by a Contracting Officer. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

The Contract Administrator assigned to this contract is Margie Thorsen. Ms. Thorsen may be reached at (612) 370-2121.

G.3 PAYMENT TERMS

Payment shall be made only for flight time ordered by the Contracting Officer or her/his authorized representative, including required ferry flights between bases of operation.

Flying time shall be recorded in hours and tenths by means of an approved mechanical time recorder as required in the specifications.

Payment shall not be made for reporting to or for removal from the designated base stipulated in the Schedule.

G.4 REIMBURSEMENT ITEMS

1. Airport Use - The Government shall reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the designated base. This is intended to cover such items as airport landing fees, tie-down charges or similar charges. Costs shall be supported by paid itemized invoices.

2. Subsistence Expenses - When necessary to operate from other than the designated base, the Contractor will be reimbursed at the rate of \$50 per night per required crew member.

G.5 ECONOMIC PRICE ADJUSTMENT - FUEL

The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause. During the contract period, including any renewal, the hourly rate will be adjusted to reflect increases and decreases in the cost of aviation fuel in accordance with the following provisions:

1. Definitions

- (a) Base price - Initially the base price is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) at or near the designated base at time of bid opening.
- (b) Reference Price - The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same source as was the base price. The reference price shall become the base price for the subsequent adjustment.
- (c) Flight Rate Adjustment - Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved. Consumption rates will be established by the Government.

G.5 (Continued)

2. The hourly flight rate will be adjusted upward whenever the Contractor notifies the Contracting Officer in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the Contracting Officer notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price shall apply to flight time occurring after receipt of said notice.

3. Fuel price increase will be subjected to audit by the Government. Final acceptance by the Government of upward price adjustments will be based upon review of on-site prices.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HELICOPTER MAINTENANCE

All Aircraft must be maintained in accordance with Federal Aviation Regulation (FAR) part 135 and FAR Part 91 as applicable, to include 100 hour/annual inspections and compliance with the manufacturer's recommendations for Time Between Overhaul (TBO) and Time In Service (TIS).

For engines, propellers, rotors, and appliances. The Contractor shall assure that all maintenance performed on contract aircraft is recorded in the aircraft maintenance records in accordance with FAR Part 135, FAR Part 91, and FAR Part 43 as applicable.

All aircraft and operators covered by this agreement must be certified under the provisions of FAR Part 135, "Operating Requirements: Commuter And On-Demand Operations and Rules Governing Persons on Board Such Aircraft." The vendor's operations specifications issued by the FAA Must authorize the operation of the appropriate make and model aircraft for VFR, Day and Night, Passengers, and Cargo Operations.

H.2 SERVICING REQUIREMENTS

1. Helicopters shall not be refueled while the engine is running or rotorblades are turning unless the helicopter and refueling facility is equipped with an approved closed-circuit refueling system.

2. Fuel, Oil and Supplies. All fuel used by helicopters shall be approved for use by the engine manufacturer. Additionally, the fuel shall be a petroleum product designed for use in aircraft.

Fuels shall be manufactured, transported, stored and dispensed in strict accordance with procedures formulated for aviation quality fuel standards. Fuels, lubricating oils and hydraulic fluids used to maintain the helicopter shall be supplied by the Contractor. Fueling operations shall comply with the manufacturer's standards. Maintenance of fuel storage and fueling facilities is the Contractor's responsibility.

3. Fuel Servicing Truck.

The Contractor shall furnish a truck in good condition and be equipped as follows:

(a) A single or double tank with a minimum capacity of 200 gallons of helicopter fuel. The tanks shall be securely fastened to the truck bed or frame. A sump and sump drain shall be at the lowest point of the fuel tank(s).

The sump drain shall be easily accessible to allow daily draining and shall drain overboard clear of the truck's exhaust system and wheels.

(b) "No Smoking" signs using letters at least three inches high.

(c) Each aircraft fuel servicing vehicle shall be conspicuously and legibly marked to indicate the products contained therein. The marking shall be on each side and the rear of the tank(s) in letters at least three inches high. Letters shall be white on a colored background conforming to the color code of the product, such as green for 100/130 octane Avgas and black or jet "A" fuel.

(d) One dry chemical fire extinguisher of at least 10-pound capacity and mounted so as to be readily available at all times.

(e) A fuel filter-water separator with a go-no-go type fuse, or a unit which accomplishes water separation with positive shut-off. The size of the filtration unit and fuse shall be compatible with pump size.

Acceptable units are Facit P/N 050970-M2 for 20 GPM, or Facet P/N 050971-M2 for 10 GPM, or equal. Acceptable third stage

positive shut-off units are Facet P/N 041420-M2, or Velcon CDF-220A for systems operating over 24 PSI. Systems with less than 24 PSI will use the Velcon type cartridges only. Also acceptable are Velcon Filter canisters with Aquacon cartridges of a size suitable to GPM delivered. All filtering components including fuses shall be changed annually, or sooner if needed, and the date of the change shall be placarded on the canister.

(f) Bonding and grounding cables.

(g) The service truck manufacturer's gross vehicle weight (GVW) shall not be exceeded while stationary or transporting the required amount of fuel.

(h) Fuel metering device, accurate to within plus or minus 2 percent for registering quantities in U.S. gallons of fuel pumped. The meter will be positioned to allow the fuel handler to have full view of the meter while fueling the helicopter.

(i) Fuel Hose Designed for Dispensing of Aircraft Fuel. Hose shall be fitted with an aircraft fueling nozzle which shall include a 100 mesh outlet tube strainer, dust cap, and ground wire for discharge of static electricity. The procedures outlined in the National Fire Protection

Association (NFPA) booklet #407, Chapter 3, shall be used for determining serviceability of fuel hoses. Copies of NFPA book #407 may be obtained from NFPA, 470 Atlantic Avenue, Boston, MA 02210.

H.3 GOVERNMENT SERVICE TRUCK DRIVER

The Government may at its option provide a qualified driver to assist in repositioning the Contractor's service truck within designated hunting areas. A Government driver will not be provided to drive the truck at any time the service truck is used to pull the Contractor's helicopter and trailer.

H.4 HELICOPTER TRAILER

A trailer capable of trailering the helicopter may be used to ferry the helicopter to the hunting areas. The Government will determine if the helicopter is to be ferried (flown) to the hunting area or trailered. Trailers shall be designed to provide storage racks for the main rotor blades, if in such a manner that imposes no loads on the transmission while in transit. The aircraft shall be inspected in accordance with the daily

inspection requirement of the manufacturer and performed by either a qualified pilot, if blades have not been removed, or mechanic and the inspection shall be noted in the aircraft maintenance records. This inspection shall be accomplished following removal of the helicopter from the trailer and prior to further flight.

H.5 SPECIAL PILOT QUALIFICATIONS

In addition to the above qualifications the following special qualifications are required:

1. Pilots shall be qualified for Class A and B external load operations.
2. Pilots shall have a minimum of 25 hours as pilot for predator control hunting operations or 100 hours of low-level flying, such as spray application, game surveys and counting, coyote hunting or other operations where the helicopter is constantly flown and maneuvered close to the ground in varying wind and weather conditions.

H.6 PILOT AUTHORITY AND RESPONSIBILITY

1. The pilot is responsible for the safe operation of the aircraft and the safety of its occupants and cargo. The pilot shall be able to function as a mechanic on his aircraft, as long as both combined duties do not exceed the 8 hour per day limit. Safety requirements, such as pre-flight, reserve fuel, weight and balance limitations shall be strictly adhered to. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

2. The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Contracting officer or the Contracting Officers Representative (COR).

3. Pilots must demonstrate the following:

- (a) Positive flying safety attitudes and habits.
- (b) Positive attitude regarding requirements and procedures for aerial hunting of predator animals.
- (c) Emotional stability under the stress of low level aircraft operations required for aerial hunting.
- (d) Positive personality characteristics required to work and communicate effectively with field personnel and cooperators.
- (e) Knowledge of and/or willingness to learn predator habits and how to effectively and efficiently hunt them.
- (f) Ability to safely identify and maintain effective airborne contact with the target animal.
- (g) Willingness to work unusual hours and lodge at remote field locations.

If, in the opinion of the COR, the pilot fails to demonstrate any of the above, he shall be replaced by the Contractor. The Contractor will be notified in writing, stating the conditions of unsatisfactory performances and stating a time limit by which a replacement pilot must be provided.

4. Pilots of single engine helicopters shall be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset, or during extended twilight hours when terrain features can be readily distinguishable for a distance of at least one mile.

H.7 FLIGHT TIME/DUTY TIME LIMITATIONS FOR AIRCREW MEMBERS

1. Flight crews shall not exceed the following flight time and crew duty time limitations.

- (a) Maximum of 8 hours flight time per duty period for single-pilot crew.
- (b) Maximum crew duty period including flight and standby time of 12 hours in any 24-hour period. At least 12 consecutive hours of rest will be required prior to each duty period during each 24-hour period.
- (c) Maximum of 40 hours flight time during any consecutive 6-day period. This 6-day flight time limitation may be temporarily exceeded during emergency life saving situations, or for unscheduled enroute delays due to weather conditions. When a pilot or crew acquires the maximum number of flight hours in a consecutive 6-day period, he/they shall have the following 24-hour period off-duty and a new 6-day cycle will begin. The 40-hour limitation shall apply to any combination of flight time and performance of mechanical duties for which the pilot may be certified.

2. Pilot time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the helicopter.

3. The Government may further restrict daily flight hour limitations. Pilots may also be removed from duty for fatigue or other causes before reaching their flight hour or duty limitations.

4. All pilot flying time, including both directed flights under this contract and for the operator's other activities (charter, instruction, etc.) will be cumulative and subject to the pilot time and duty time limitations of this contract. Pilots exceeding these limitations may be temporarily or permanently suspended from further flights on this contract.

H.8 MECHANIC QUALIFICATIONS

1. The mechanic shall be employed by the Contractor on a regular basis, or the Contractor may either enter into a written agreement with a qualified mechanic or repair station meeting the requirements of this section. A copy of the agreement must be submitted to the Contracting Officer prior to any contract performance.

2. The mechanic must have been the holder of a valid FAA mechanic certificate with airframe and powerplant ratings for at least the 3-year period immediately preceding the start date of the contract. The satisfactory completion of the manufacturer's maintenance school on make and model to be used on this contract may be substituted for 1 calendar year of required experience.

3. The mechanic must also show evidence of maintaining a helicopter under "field" conditions for at least one full season.

(Three consecutive months maintaining the helicopter away from the Contractor's base of operations with minimal supervision will meet this requirement.)

4. A Contractor who is also the owner or operator of an FAA Certified Repair Station, may use that repair station to maintain this equipment provided that the repair station is rated for the equipment being maintained. Any repairman who is assigned to work under "field conditions", as defined above, must have held a repairman's certificate under that repair station for a period of 3 years and must show evidence of maintaining a helicopter under "field conditions" for one full season (3 consecutive months). The satisfactory completion of the manufacturer's maintenance school on make and model to be used on this contract may be substituted for 1 calendar year of required experience.

H.9 AVAILABILITY OF MECHANIC

The mechanic is not required to remain at the base of operations. However, the Contractor must ensure that the mechanic can report to the designated base or alternate base within 6 hours from the time mechanical services are required.

H.10 AVAILABILITY OF SERVICE

The aircraft must be ready to perform flight at the designated base as required by the Contracting Officer or the COR. The schedule of operations will be planned by the Government with the cooperation of the pilot. The Contractor agrees to designate, in writing, the pilot to represent the Contractor on the job for the purpose of planning operations with the Government. The Government may or may not order flight on any day during daylight hours, depending upon the necessity of the work and suitability of flying conditions. Daylight hours are defined as between 1/2 hour before sunrise to 1/2 hour after sunset.

H.11 SUBSTITUTION OF AIRCRAFT OR PERSONNEL

The Contractor may substitute aircraft or personnel during performance of the contract provided such substitution meets all requirements herein and is approved in writing by the Contracting Officer or the COR. Request for substitution shall be made at least 10 days prior to exchange except for unforeseen conditions. Any pilot substitutions will be subject to training and familiarization flight time of up to 3 hours at the Contractor's expense, as deemed necessary by the Contracting Officer or the COR.

H.12 ACCIDENT REPORTING AND INVESTIGATION

The Contractor shall maintain an accurate record of all aircraft accidents, incidents and injuries to Contractor or Government personnel arising in the course of performance under this contract and shall immediately notify the Contracting Officer, of all such accidents, incidents or injuries. The Contractor shall not permit removal or alteration of the aircraft following an accident until authorized by the Contracting Officer except in emergencies such as threat to life or property, blocking airport runways, etc. Further, the Contractor shall make available his personnel, records, and any equipment, damaged or undamaged, deemed necessary by the Accident Investigation Board to determine accident cause factors.

H.13 LIABILITY FOR ACCIDENT INVESTIGATION

The Government will be responsible for any costs involved in disassembly of any aircraft, aircraft engine, propeller, rotor assembly or appliance necessary to determine probable accident or incident cause. The Contractor shall be responsible for any cost involved in reassembly and approval for return-to-service of any item disassembled by the Government.

H.14 LOSS OR DAMAGE TO GOVERNMENT-OWNED EQUIPMENT

During the term of the contract, certain Government owned equipment may be assigned to the Contractor. If the equipment is lost, damaged or totally destroyed as a result of the Contractor's negligence, or as a result of any accident, the fair market value of the equipment will be charged to the Contractor and withheld from payments due under this contract. The value of such equipment will not exceed \$10,000 unless otherwise provided in this contract.

H.15 RESCUE AND SALVAGE RESPONSIBILITIES

(a) The Contractor will be responsible for rescue operations of the Government and Contractor's personnel employed under this contract.

(b) Salvage of damaged or demolished helicopters will be done at the Contractor's expense. No equipment or personnel performing under this contract may be used on such operations unless authorized by the Government.

(c) When search for and rescue of Government and Contractor's personnel or repair of helicopters which are out of commission (either at the base camp or in the field) is made necessary by the failure of the Contractor's equipment or accidents caused by his employees, the cost of such search, rescue and repairs is solely the responsibility of the Contractor.

H.16 PERMITS AND LICENSES

Vendors shall be responsible for obtaining, at their expense, all necessary permits and licenses to comply with all applicable Federal, State, and local laws and regulations.

H.17 LIABILITIES OF THE VENDOR AND THE GOVERNMENT

The Government will not assume any responsibility whatsoever for loss or damage to equipment owned or operated by the vendor, his agents or employees, or sub-contractors, or for injury or death of the vendor, his agents or employees or sub-contractors, caused during the performance of this agreement. The Vendor will be responsible for the intentional negligent and wrongful acts or omissions of the Vendor, his employees, agents, or sub-contractors and employees and agents of the sub-contractors incident to the performance of this agreement.

The Vendor will hold and save the Government, its officers and employees harmless from all liability for any death or damage to all persons, (other than the liability of the Government to USDA employees as provided for under the Federal Employees Compensation Act) or to real property or to personal property which results from the operation of, or incident to, equipment furnished by the Vendor, or otherwise incident to performance

of the agreement. However, the Vendor will not be responsible for any intentional negligent or wrongful acts of omissions of the US Department of Agriculture employees.

H.18 LIABILITY INSURANCE

The Contractor will maintain full liability insurance coverage, at their expense, for the aircraft listed on this agreement during the Government use period. A copy of the insurance form must be provided to the Government for proof of coverage prior to the Government's use. The minimum qualifications as set forth in the Vendor's insurance coverage shall apply to all pilots furnished by the Government. The Government will, on request, furnish the name(s) of the pilot(s) and their qualifications that may be assigned to operate the aircraft. The Vendor is liable to the Government for any damage to or destruction of Government property arising out of the intentional negligent or careless activities of the Vendor, his employees, agents, or subcontractors.

H.19 LIABILITY FOR LOSS OR DAMAGE WITH GOVERNMENT FURNISHED PILOT

Wildlife Services (WS) agrees that during the term of the lease, if the aircraft is damaged or destroyed due to the negligence of a Federal Government employee, WS will reimburse the owner only as follows. In no event will any reimbursement be made for normal wear and tear. To the extent the aircraft has been damaged beyond normal wear and tear, WS agrees to pay the contractor for the reasonable cost of repair. If the aircraft is so severely damaged or destroyed such that repair is impracticable, or the cost of repair will exceed the fair market value of the aircraft less any salvage value, then WS agrees to pay the contractor the fair market value of the aircraft, at the time of the loss, less any salvage value. In no event will the liability of WS under this clause exceed the fair market value of the aircraft, at the time of the loss, less any salvage value. Further, the payment of any amount under this clause is expressly contingent on the availability of appropriations to WS at the time of the loss. Nothing in this contract will be considered to imply that Congress will in the future appropriate sufficient funds to meet any losses.

H.20 COMPUTATION OF FLIGHT TIME

Helicopter flight time will be paid from the time a helicopter lifts off the ground for a direct flight until it lands. Flight time will be recorded in hours and tenths by means of an hour'meter activated by the collective control, or some other means to record flight time only.

H.21 RECORDING SERVICES

All services received will be recorded on an invoice (Form ADC-3) approved by the Government and submitted for payment in accordance with instructions issued by the ordering office.

H.22 REQUIREMENTS FOR RENTAL HELICOPTERS

All helicopters and operators covered by this agreement will be certified under the provisions of FAR, Part 135, "Air Taxi operators and Commercial operators". The Vendor's operations specifications will authorize the operations of helicopters, VFR, Day, Passengers, and Cargo. Notwithstanding subparagraph (b) of FAR, Part 135.1, helicopter use on WS operations will be operated and maintained under the provisions of FAR, Part 135, except for FAR, Part 135.119, "Prohibition Against Carriage of Weapons".

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAY 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.225-3	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	APR 2000
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	OCT 1995
52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT 1995

I.1 (Continued)

NUMBER	TITLE	DATE
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL
ITEMS (AUG 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5

(iii) Alternate II to 52.219-5

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

I.2 (Continued)

- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (18) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

I.2 (Continued)

- (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
 - (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
 - (23) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).
 - (24) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
 - (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 - (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 - (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
 - (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause

I.2 (Continued)

at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

I.3 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required

I.3 (Continued)

to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on

I.3 (Continued)

or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).

I.3 (Continued)

- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
1	Wage Determination, U.S. Dept. of Labor	8

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (OCT 2000) Alternate III (JAN 1999)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the

K.1 (Continued)

payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

K.1 (Continued)

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry

K.1 (Continued)

groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the

K.1 (Continued)

certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]
- (8) (Reserved)
- (9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____]

K.1 (Continued)

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

- (i) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
- (ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

- (i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this

K.1 (Continued)

solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act--North American Free Trade Agreement-- Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

K.1 (Continued)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

- (iv) The government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

LINE ITEM NO.	

(List as necessary)	

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph

K.1 (Continued)

(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no

K.1 (Continued)

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

K.2 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(OCT 2000) Alternate I (NOV 1999)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 532411.
- (2) The small business size standard is no more than 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR

K.2 (Continued)

124.1002.

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [_] is, [_] is not a women-owned small business concern.
- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [_] is, [_] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:
- _____
- _____.

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more

K.2 (Continued)

women; and

- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.3 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.4 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

K.4 (Continued)

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.5 52.225-4 BUY AMERICAN ACT--NORTH AMERICAN FREE
TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF
PAYMENTS PROGRAM CERTIFICATE (FEB 2000)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.	Country of Origin
---------------	-------------------

K.5 (Continued)

_____	_____
_____	_____
_____	_____

(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.6 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT
REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not[], submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS	OCT 2000
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE
ACQUISITION (FEB 2000) Alternate I (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

L.2 (Continued)

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent

L.2 (Continued)

shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

L.2 (Continued)

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

L.2 (Continued)

- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

L.2 (Continued)

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.4 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

- (1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.
- (2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.
- (3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
- (4) Offerors shall submit their proposal(s) in the following format and the quantities specified:
 - (a) 2 copies of the completed, signed offer (Sections A through K of the solicitation package)
 - (b) 0 copies of the technical proposal
 - (c) 2 copies of the business/cost proposal

(b) Technical Proposal Instructions.

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a

L.4 (Continued)

thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

(c) Business Proposal Instructions.

(1) Cost Proposal.

In addition to any other requirements for cost/pricing information required in clause FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost of Pricing Data (OCT 1997), the following is required:

(2) Business Proposal.

- (a) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.
- (b) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
- (c) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): Helicopter Rental
-- NAICS Code 532411
-- Size Standard no more than 500 employees.